

DEFINITIONS

Age: The Insured's age, last birthday, on the Certificate Date. The Age is shown on the Schedule.

Attained Age: The Insured's age, last birthday, as of the Certificate anniversary date.

Beneficiary: The person (or entity) named in the application, or later changed by You, who will receive the Death Benefit Proceeds upon the death of the Insured.

Certificate Date: The date of issue of this Certificate. It is also the date from which Certificate anniversaries, Certificate years and Certificate months are measured. It is shown on the Schedule.

Death Benefit Proceeds: The amount payable on the Insured's death.

Initial Planned Premium: The amount You selected to pay. This amount is shown on the Schedule.

Insured: The person whose life is insured under this Certificate on whose behalf an application is accepted and who on the date of application is:

- You;
- Your lawful spouse;
- Your grandchild under age 19;
- Your unmarried natural, step or adopted child under age 19; or
- Your unmarried natural, step or adopted child age 19 and under age 24 if the child is:
 - A full-time student at an accredited educational institution; and
 - Dependent upon You for support and maintenance.
- A child You will be adopting pursuant to an interim court of adoption.

Insured does not include:

- a foster child or
- a child, grandchild or spouse who lives outside the United States.

The Insured is shown on the Schedule.

Maturity Date: The Certificate anniversary on which the Insured attains age 100. It is shown on the Schedule. If the Insured is living and this Certificate is in force on that date, the Cash Value will be payable.

Monthly Deduction Day: The same day each month as the Certificate Date.

Net Amount at Risk: The net amount of insurance protection provided on a monthly basis.

Under Death Benefit Option A, the Net Amount at Risk is the greater of:

- The Face Amount divided by the sum of 1 plus the monthly compound equivalent of the Guaranteed Interest Rate, less the Accumulated Value; or
- The Minimum Death Benefit divided by the sum of 1 plus the monthly compound equivalent of the Guaranteed Interest Rate, less the Accumulated Value.

Under Death Benefit Option B, the Net Amount at Risk is the greater of:

- The Face Amount divided by the sum of 1 plus the monthly compound equivalent of the Guaranteed Interest Rate, or
- The Minimum Death Benefit divided by the sum of 1 plus the monthly compound equivalent of the Guaranteed Interest Rate, less the Accumulated Value.

Regular Monthly Premium: The amount which is the basis for determining expense charges. It is shown on the Schedule.

You and Your: The Owner of this Certificate is the insured. The application was later changed as provided in this Certificate. The Owner may be someone other than the Insured. In the application, the words "You" and "Your" refer to the proposed insured person(s).

We, Us, and Our: Trustmark Insurance Company (Mutual).

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DEATH BENEFIT

Death Benefit Proceeds

If the Insured dies prior to the Maturity Date and while this Certificate is in force, We will pay the Death Benefit Proceeds to the Beneficiary. The Death Benefit Proceeds will be subject to:

- The Death Benefit Option in effect on the date of death;
- Any increases or decreases made to the Initial Face Amount; and
- Any outstanding Certificate loan.

The Death Benefit Option and Initial Face Amount are shown on the Schedule. Guidelines for changing the Death Benefit Option or the Face Amount will be found in the section entitled **CERTIFICATE CHANGES**.

Death Benefit Amount

The Death Benefit Amount is determined as follows:

Under Death Benefit Option A, the Death Benefit Amount is the greater of:

- The Face Amount on the date of death; or
- The Minimum Death Benefit.

Under Death Benefit Option B, the Death Benefit Amount is the greater of:

- The Face Amount plus the Accumulated Value on the date of death; or
- The Minimum Death Benefit.

The Death Benefit Option which You have chosen is shown on the Schedule.

Minimum Death Benefit

The Minimum Death Benefit is determined each month as factor times the Accumulated Value. The factor varies by the Attained Age of the Insured. The factor is shown on the Minimum Death Benefit Table.

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CERTIFICATE CHANGES

Changing the Terms of Your Certificate

You may request Certificate changes at any time. The types of changes allowed are explained below. We will amend Your Certificate to show the effective date of any changes.

Any change in Your Certificate must be approved by one of Our officers. No agent has the authority to make any changes or waive any of the terms of Your Certificate.

Increasing the Face Amount

We will require a supplemental application and evidence of insurability satisfactory to Us for any increase in the Face Amount. An increase will be effective on the Monthly Deduction Day on or next following the date the application for increase is approved by Us, whichever is earlier.

A decrease in the Face Amount will become effective on the Monthly Deduction Day following Our receipt of the request. Any such decrease will be applied in the following order:

1. Against the Face Amount provided by the most recent increase;
2. Against the next most recent increases successively;
3. Against the Face Amount provided under the original application.

For any decrease:

1. The Death Benefit Amount remaining must be as great as the Minimum Death Benefit; and
2. The Face Amount must be at least \$5,000 or the Face Amount purchased by \$3.00 weekly, if greater.

Any decrease in the Face Amount will be subject to a pro rata Surrender Charge.

Changing the Death Benefit Option

You may request a change in the Death Benefit Option. If You request a change from:

- Option A to Option B: The new Face Amount will be the Death Benefit Amount less the Accumulated Value as of the effective date of the change, but not less than zero.
- Option B to Option A: The new Face Amount will be the Death Benefit Amount as of the effective date of the change.

We may require evidence of insurability for a change in the Death Benefit Option if the Net Amount at Risk is being changed. The change will go into effect on the Monthly Deduction Day following the date We receive Your request for change, subject to Our approval of the change.

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PREMIUMS AND GRACE PERIOD

Payment of Premiums

Your first premium is due as of the Certificate Date. While the Insured is living, premiums after the first must be paid at Our home office. Premiums are payable monthly, or at any other frequency We may arrange with Your employer. The payment mode is subject to Our minimum premium requirements as of the Certificate Date. A premium receipt will be furnished upon request.

All premiums are payable in advance. Premium payments are flexible. This means You may choose the amount and frequency of payments.

The actual amount and frequency of premium payments will affect the Cash Value and the amount and duration of insurance. Please refer to the section entitled **CERTIFICATE VALUES** for a detailed explanation.

Unscheduled Premiums

You may pay premiums at any time before the Maturity Date. We may limit the number and amount of premiums.

Grace Period

This Certificate will enter the Grace Period if the Cash Value is insufficient to pay the Monthly Deduction. Once entered, this Certificate will remain in force for the 62-day Grace Period. The Grace Period allows You to pay all past due Monthly Deductions and loan interest charges. There is no Grace Period for the initial Monthly Deduction.

If the required premium is not paid by the end of the Grace Period, this Certificate will terminate without value. However, We will give You at least 31 days notice, prior to termination, that Your Certificate is in the Grace Period. We will advise You of the amount of premium required to keep Your Certificate in force. Such 31 days prior notice will be sent to You at Your last known address and to any assignee of record if death occurs during the Grace Period. Monthly Deductions through the Certificate month in which death occurred will be deducted from the Death Benefit Proceeds.

If a surrender request is received within 32 days after the Grace Period commences, the Cash Value payable will not be less than the Cash Value on the Monthly Deduction Day the Grace Period started. The Monthly Deduction for the Certificate month following such Monthly Deduction Day will not be subtracted in the calculation of such Cash Value.

Continuation of Coverage

This Certificate will continue in force until the Cash Value on any Monthly Deduction Day (before subtracting the Monthly Deduction) is less than the Monthly Deduction due. At that time, this Certificate will continue to provide coverage according to the Grace Period provision. However, this Certificate will not continue past the Maturity Date.

Monthly Guarantee Premium

This Certificate will not terminate before the Monthly Guarantee Premium Expiry Date if on each Monthly Deduction Day before the Monthly Guarantee Premium Expiry Date, the sum of premiums paid equals or exceeds:

- The sum of the Monthly Guarantee Premiums for each month from the date they began, including the current month, plus
- Any Partial Surrenders and any increase in the loan amount since the start of the period for which the Monthly Guarantee Premium is required.

The initial Monthly Guarantee Premium and Monthly Guarantee Expiry Date are shown on the Schedule.

The Monthly Guarantee Premium and the Monthly Guarantee Premium Expiry Date will be adjusted if any of the following occur:

- A supplemental benefit is added, terminated, increased or decreased.
- The Face Amount is increased.
- The Certificate is reinstated.

The adjusted Monthly Guarantee Premium will be required on the effective date of the change. The adjusted Monthly Guarantee Premium and the adjusted Monthly Guarantee Expiry Date will be shown on an endorsement to the Certificate.

Reinstatement

A Certificate which terminates in accordance with the Grace Period provision may be reinstated if it has not been surrendered for its Cash Value. To reinstate means to put back in force on a premium paying basis. We will reinstate this Certificate if We receive:

- Your written request within 5 years after the end of the Grace Period and before the Maturity Date; and
- Evidence of good health and insurability of the Insured satisfactory to Us; and
- Payment of enough premium to cover the next two Monthly Deductions; and
- Payment or reinstatement of any loan with interest from the date of default.

The reinstated Certificate will be in force from the Monthly Deduction Day on or following the date We approve the application to reinstate.

The period of time during which this Certificate was lapsed will be No premium will be due for this period. This period will not be included for purposes of determining Certificate years. The length of any remaining period during which a Surrender Charge will apply, and the amount of any such Surrender Charge, will be the same on the date of reinstatement as on the date of lapse.

The Accumulated Value at the time of the reinstatement will be:

- The Surrender Charge at the time of lapse; plus
- Any net premium paid; plus
- Any loan repaid or reinstated; less
- The Monthly Deduction for one month.

If a person other than the Insured is covered by an attached rider, coverage will be reinstated according to that rider.

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CERTIFICATE VALUES

Accumulated Value

The Accumulated Value as of the Certificate Date is the net premium received less the Monthly Deduction for first Certificate month. This net premium equals the premium paid minus the Percentage Expense Charge shown on the Schedule.

On each Monthly Deduction day after the Certificate Date, We will determine the Accumulated Value as follows:

- First, We will take the Accumulated Value as of the last deduction date; and
- Add the interest earned for the month on the excess of the Accumulated Value on the last deduction day over any Partial Surrenders made since the last deduction day; and
- Add all net premiums received since the last deduction day; and
- Subtract any Partial Surrender made since the last deduction day; and
- Subtract the Monthly Deduction for the Certificate month following the Monthly Deduction Day. (See provision captioned **Monthly Deduction**.)

The Accumulated Value on any day other than a deduction day will be:

- The Accumulated Value as of the last deduction day; less
- Any Partial Surrenders paid since the last deduction day; plus
- All net premiums received since the last deduction day.

Cash Value

The Cash Value of this Certificate will be equal to the Accumulated Value less:

- The Surrender Charge, if any; and
- Any indebtedness.

Surrender Charge

Surrender Charges for the Initial Face Amount will apply during the first 19 Certificate years. The Surrender Charge in each Certificate year is the lesser of:

The Accumulated Value will be calculated by multiplying the Initial Surrender Charge by the Percentage of Initial Surrender Charge applicable to Certificate year. The Initial Surrender Charge and Percentage of Initial Surrender Charge are shown on Schedule.

Surrender Charges for any increases in Face Amount will apply during the first 19 years of such increase. You may make a request for surrender at any time during the Insured's lifetime before the Maturity Date. Your Certificate will terminate on the Monthly Deduction Day on or next following the date We receive the request for full surrender.

Monthly Deduction

The Monthly Deduction is equal to the Net Amount at Risk multiplied by (a), plus (b) plus (c). Where: (a) is the Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk divided by 1,000; and (b) any Monthly Fee Deductions; and (c) is the Monthly Administrative Fee shown on the Schedule.

Monthly Cost of Insurance Rates

At the beginning of each Certificate year, the Monthly Cost of Insurance Rate is determined based on the Insured's Attained Age, Rate Class, and Certificate year. For the initial Face Amount, We will use the Rate Class on Certificate Date. For each increase, We will use the Rate Class applicable to the increase. If Death Benefit Option A is in effect, any increase in Accumulated Value will cause an automatic increase in the Death Benefit Amount. The Rate Class for such increase will be the same as that used for the most recent increase that required proof that the Insured was insurable by Our standards.

The Monthly Cost of Insurance Rates will never exceed the amount (a) times (b), where: (a) is the Guaranteed Monthly Cost of Insurance Rates shown on page 17; and (b) is the Percentage Rating Factor, if any, shown on Schedule.

Such rates will never be changed to recover losses incurred nor to distribute gains realized by Us prior to date of change. Any change in the Cost of Insurance Rates will apply to all persons of the same age classification whose Certificates have been in force for the same length of time.

Interest Rate

The interest rate used in calculating the Accumulated Value is guaranteed never to be less than the Guaranteed Minimum Interest Rate shown on the Schedule.

Interest in excess of the Guaranteed Minimum Interest Rate may be credited at a rate and in a manner that We determine. Beginning in the 11th Certificate year, an additional 0.5% may be added to the current interest rate if such rate exceeds the Guaranteed Minimum Interest Rate. Beginning in the 16th Certificate year, an additional 1% may be added to the current interest rate if such rate exceeds the Guaranteed Minimum Interest Rate. The additional interest rate will be paid in any year or at any time the current interest rate equals the Guaranteed Minimum Interest rate.

Full Surrender

You may return Your Certificate to Us and request the Cash Value. The Cash Value will be calculated as of the date We receive Your request. If surrender takes place within 31 days after a Certificate anniversary, the Cash Value will not be less than Cash Value on such anniversary.

Partial Withdrawal

At any time after the first Certificate year, You may request withdrawal of a portion of the Cash Value. Only Partial Withdrawal will be allowed during each Certificate year. Your request must be made prior to the Maturity Date during the Insured's lifetime. Each Partial Withdrawal must be at least \$100. A Partial Withdrawal Charge shown on the Schedule, will be deducted each time a Partial Withdrawal is made. We will not permit a Partial Withdrawal to reduce the Cash Value below a sum equal to two Monthly Deductions.

A Partial Withdrawal will result in a reduction of the Cash Value, Accumulated Value and the Death Benefit Amount by the amount of such Partial Withdrawal. The reduced Death Benefit Amount will be determined in accordance with the Death Benefit Option provision. If You have Death Benefit Option A, the Face Amount will be reduced by the amount of the Partial Withdrawal. The reduced amount will never be less than zero. The Death Benefit Amount remaining after this reduction must be no less than the Minimum Death Benefit.

Payment of Cash Value Benefits

We can delay payment of Cash values for up to six months or a period allowed by law, whichever is longer. However, We cannot delay payment of a Partial Withdrawal if the amount is to be used to pay a premium to U

Coverage After Premium Payments Are Discontinued

If You discontinue payment of premiums and do not surrender this Certificate, We will continue making Monthly Deductions as long as there is sufficient Cash Value to make such deductions until the Maturity Date. This Certificate will remain in force until the earlier of the following dates:

- The Maturity Date (if there is sufficient Cash Value to make Monthly Deductions to that date);
- The end of the Grace period; or
- The date of the Insured's death.

Basis of Computation

Minimum Cash Values are based on the Guaranteed Monthly Cost of Insurance Rates shown in this Certificate and the Guaranteed Minimum Interest Rate shown on the Schedule. All values of this Certificate are at least as great as the minimums set by the laws of the state in which this Certificate is issued. If required, We have filed a detailed statement of Our method of computing Cash Values with the insurance supervisory body of such state.

Dividends

We will determine the dividend, if any, for this Certificate each year and credit it to this Certificate on the day of the next Certificate year. This Certificate must be in force for a dividend to be credited to it.

We expect dividends, if any, to be small in amount and to accrue, if at all, in the later Certificate years. Any dividend will be added to the Accumulated Value unless the Owner requests payment in cash.

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LOANS**Loan Value**

You may borrow from Us any time while this Certificate is in force an amount which is equal to or less than the loan value. The loan value will be the Cash Value less:

- Any prior outstanding loan;
- Interest on the amount to be borrowed to the next Certificate anniversary; and
- Each Monthly Deduction to the Certificate anniversary.

Loan Interest

The interest rate that will be charged for Certificate loans is shown on the Schedule. Interest accrues daily on the Certificate loan balance on any date is the amount of the loan outstanding plus interest accrued to that date. Certificate loan interest is due each year on the first day of the Certificate year. If the interest is not paid when due, it will be added to this Certificate loan balance and incur interest charges.

How You May Repay a Loan

You may repay part or all of a loan at any time, except that:

- Repayment may be made only while this Certificate is in force and prior to the death of the Insured and
- A partial repayment must be at least \$10.00.

At any time Your loan exceeds the Cash Value, this Certificate will lapse. However, at least 31 days prior to lapse, notice must be mailed by Us to Your last known address and to any assignee of record prior to lapse.

We Can Delay Payment

We can delay loaning You money for up to six months, or the period allowed by law, whichever is less. However, We cannot delay loaning You money if the amount is to be used to pay a premium to Us.

Obtaining a Loan

You may obtain a loan by written request and assignment of this Certificate as sole security for the loan.

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OWNER AND BENEFICIARY

Owner

The Insured is the original Owner of this Certificate unless someone else is shown as Owner in the application. Ownership may be changed in accordance with the provisions captioned **Change of Owner or Beneficiary**. During the Insured's lifetime, the Owner may exercise every right this Certificate gives or We allow. If the Owner dies during the lifetime of the Insured, the Insured will become the Owner. All changes are subject to the rights of any assignee of record, and to any endorsement on this Certificate limiting such rights.

Beneficiary

The Beneficiary named in the application, or later changed by You, will receive the Death Benefit Proceeds upon the death of the Insured. Unless you have stated otherwise, if any Beneficiary dies before the Insured, that Beneficiary's interest will pass to any other Beneficiaries according to their respective interest. If no Beneficiary survives the Insured, the Death Benefit Proceeds will be paid to You as Owner if You are then living; otherwise the Death Benefit Proceeds will be paid to the Insured's estate.

Change of Owner or Beneficiary

You may change the Owner or the Beneficiary at any time during the lifetime of the Insured, unless the previous designation provides otherwise. To do so, send a written request to Our home office in a form acceptable to Us. The change will go into effect when We have recorded the change. However, after the change is recorded, it will be deemed effective as of the date of Your written request for change. The change will be subject to any payment made or action taken by Us before the request is recorded.

Common Disaster

If We cannot determine whether a Beneficiary or the Insured died first in a common disaster, We will assume that the Beneficiary died first. The Death Benefit Proceeds will be paid on this basis unless an endorsement to this Certificate provides otherwise.

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Assignment

During the lifetime of the Insured You may assign this Certificate as security for an obligation. We will not be bound by an assignment unless it is received in writing at Our home office in a form acceptable to Us. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

Incontestability

We rely on the statements made in the application for coverage described in this Certificate and application for any reinstatements or increases in Face Amount. These statements, in the absence of fraud, are considered representations and not warranties. No statement may be used in defense of a claim under this Certificate unless it is in such applications.

We will not contest payment of the Death Benefit Amount after this Certificate has been in force during the Insured's lifetime for two years from the Certificate Date, except for fraudulent misrepresentation in the application.

We will not contest payment of any Death Benefit Amount represented by an increase in the Face Amount after such increase had been in effect during the Insured's lifetime for two years, except for fraudulent misrepresentation in the application.

We will not contest payment of any Death Benefit Amount which was reinstated after this Certificate has been in force during the Insured's lifetime for two years from the date of such reinstatement, except for fraudulent misrepresentation in the application.

We can contest a reinstatement or an increase in Face Amount only on the basis of the information furnished in the application for such reinstatement or increase.

Suicide Exclusion

If the Insured commits suicide, while sane or insane, within two years from the Certificate Date, We will limit the Death Benefit Proceeds to the premiums paid less any loans and less any Partial Withdrawals paid. If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the Face Amount or any reinstatement, the Death Benefit Proceeds will be the costs of insurance associated with each increase or the reinstatement.

When the laws of the state in which this Certificate is delivered require less than this two-year period for the suicide exclusion to apply, such period will be as stated in such laws.

Misstatement of Age and Corrections

If there is a misstatement of age in the application, the Death Benefit Amount will be that which would be purchased by the most recent mortality charge at the correct age.

If We make any payment or Certificate changes in good faith, relying on Our records, or evidence supplied to Us, Our duty will be fully discharged. We reserve the right to correct any errors in this Certificate.

Misstatement of Smoking

If the usage of cigarettes is misstated, coverage will be rescinded as of the Certificate Date.

Entire Contract

We have issued this Certificate in consideration of the application and payment of premiums. The Policy, this Certificate, the application for it, any riders, and any application for an increase in Face Amount constitute the entire contract. Any application for reinstatement will become part of the contract of reinstatement and of this Certificate. The Certificate may be changed by mutual agreement. Our agents have no authority to alter or modify any terms, conditions, or agreements of this Certificate, or to waive any of its provisions.

If an Insured's eligibility under the Policy ends, coverage may be continued under this Certificate.

If the Policy terminates, the Insured shall be entitled to have issued to him, without evidence of insurability, an individual policy of life insurance without any riders. This right applies only if the Insured has had continuous coverage under this Certificate for at least five years. The new policy shall not exceed the smaller of:

- The amount in force for the Insured at termination. This amount will be reduced by any amount for which he becomes eligible, within 31 days after termination, under any group life coverage issued by Us or any other insurer; or
- \$10,000.

The new policy will be issued as follows:

- It will be any form of life insurance policy, except term insurance or a policy with disability benefits, We then have available for conversion.
- Evidence of insurability will not be required.
- The premium for the new policy will be based on the same class of risk as this Certificate, the age of the Insured at the time of conversion, and the form and amount of coverage provided.
- The new policy will take effect at the end of the 31 day period for this conversion.
- The new policy shall be in place of all coverage under this Certificate.

An Insured must take the following steps to convert:

- Make written application to Us at Our home office within 31 days after the date coverage under this Certificate ends.
- Pay, within such 31 days, the first premium for the new policy.

An Insured has coverage during the 31 day period for conversion. The amount of such coverage is the amount that can be converted. This amount will be paid as a death benefit if the Insured dies during this 31 day period. Application for conversion need not have been made. If application had been made, any premium paid for the new policy will be refunded.

Conformity With State Statutes

If any provision in this Certificate is in conflict with the laws which govern this Certificate, the provision will be deemed to be amended to conform with such laws.

Annual Report

Each year a report will be sent to You which shows the current Certificate values, premiums paid, and deductions made since the last report and any outstanding Certificate loans.

Projection of Benefits and Values

You may make a written request to Us for a projection of illustrative future Cash Values and death benefits. One projection in each Certificate year will be furnished without charge upon request. We may charge a nominal fee, not to exceed \$25.00 for each projection report furnished in excess of one per year.

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SETTLEMENT OPTIONS

The Death Benefit Proceeds or Cash Value at surrender or maturity will be paid in one sum unless one of the options listed below is chosen. These options may only be used for amounts of \$1,000 or more.

Written request for an option can be sent to Our home office by the Owner during the Insured's lifetime; or by the payee if the Owner has not chosen an option.

If the payee is an executor, administrator, trustee, corporation, partnership or association, these options can be used only with Our consent.

The interest rate in these options is guaranteed. We may be able to pay additional interest. If We do, it will be paid in the amount and by the method We determine.

Option 1 - Interest Payments. The proceeds are left on deposit with Us and earn interest at the rate of 3-1/2% per year. Interest will be paid out on a monthly, quarterly, semi-annual or annual basis as chosen.

Option 2 - Installments of a Fixed Amount. We make payments on a monthly, quarterly, semi-annual or annual basis as chosen. They are paid until the original amount, plus interest at the rate of 3-1/2% per year on the unpaid balance, is paid out.

Option 3 - Installments for a Fixed Period. We make payments on a monthly, quarterly, semi-annual or annual basis as chosen. They can be paid for any number of months shown in the Table of Installments. The amount of the payments will be determined from this Table.

Option 4 - Installments for a Guaranteed Period and for Life Thereafter. We make payments for the payee's life; but never for less than a guaranteed number of years. The amount of the payment will be determined from the Table of Installments.

Option 5 - Joint and Survivor Annuity. We make payments during the joint lifetime of two payees. Payments equal to, two-thirds of, or one-half of, the original amount are made to the survivor for life. The amount is determined from the Table of Installments.

At the death of the payee, We will pay the following to the payee's estate in a lump sum, unless otherwise provided.

- Any amount left on deposit under Option 1.
- Any unpaid balance under Option 2.
- The commuted value, based on interest at the rate of 3-1/2% per year, compounded yearly, of any unpaid installments guaranteed under Option 3 or 4.
- Any accrued interest to the date of death.

Payments under Option 4 or 5 are based on information given Us regarding the age and survival of the payee(s). If this information is later found to be incorrect, the payments may change. Any payments We make in good faith before receiving notice of such incorrect information will not be affected; and We are discharged of Our liability to the extent of such payments. We may require evidence satisfactory to Us of the age or survival of any payee under Option 4 or 5.

Interest or installment payments of less than \$50.00 may not be made. We may, instead, make payments less often so as to make each payment at least \$50.00. The first payment under Option 1 will be paid at the end of the first interest period. The first payment under any other option will be paid on the date an amount is applied under the option.

Unless otherwise provided, no person who may be entitled to receive payment may commute, anticipate, assign or otherwise encumber any such payment.

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TABLE OF INSTALLMENTS UNDER SETTLEMENT OF NON-RECURRING PROCEEDS EACH \$1,000 OF PROCEEDS

For OPTIONS 4 and 5, the age will be taken as the exact age, on the date proceeds are applied, of the Payee (Payees) upon whose life (or lives) the income depends.

OPTION 3			OPTION 4 (Monthly Installment)			OPTION 5 (Monthly Installment)		
Number of Monthly Installments	Monthly Installment	Payee's Exact Age	Life Annuity	Life Annuity With 10 Years Certain	Life Annuity With 20 Years Certain	Joint Life Annuity With Survivor Amount		
						<u>Equal</u>	<u>2/3</u>	<u>1/3</u>
12	\$84.65	50	\$4.55	\$4.54	\$4.51	\$ 4.16	\$4.57	\$4.16
24	43.05	51	4.63	4.62	4.59	4.23	4.65	4.23
36	29.19	52	4.71	4.70	4.67	4.29	4.73	4.29
48	22.27	53	4.81	4.79	4.75	4.36	4.82	4.36
60	18.12	54	4.90	4.89	4.84	4.44	4.92	4.44
72	15.35	55	5.01	4.99	4.94	4.51	5.02	4.51
84	13.38	56	5.12	5.10	5.03	4.60	5.13	4.60
96	11.90	57	5.23	5.21	5.14	4.69	5.24	4.69
108	10.75	58	5.36	5.33	5.25	4.78	5.36	4.78
120	9.83	59	5.49	5.46	5.37	4.88	5.49	4.88
132	9.09	60	5.63	5.60	5.49	4.99	5.63	4.99
144	8.46	61	5.79	5.75	5.62	5.10	5.77	5.10
156	7.94	62	5.95	5.90	5.76	5.23	5.93	5.23
168	7.49	63	6.13	6.07	5.90	5.36	6.10	5.36
180	7.10	64	6.31	6.25	6.05	5.50	6.28	5.50
192	6.76	65	6.51	6.44	6.20	5.65	6.47	5.65
204	6.47	66	6.73	6.64	6.37	5.81	6.67	5.81
216	6.20	67	6.96	6.86	6.54	5.98	6.90	5.98
228	5.97	68	7.22	7.09	6.71	6.17	7.13	6.17
240	5.75	69	7.49	7.34	6.90	6.37	7.39	6.37
252	5.56	70	7.78	7.60	7.09	6.58	7.66	6.58
264	5.39	71	8.10	7.88	7.28	6.82	7.96	6.82
276	5.24	72	8.44	8.18	7.47	7.07	8.28	7.07
288	5.09	73	8.81	8.50	7.67	7.34	8.63	7.34
300	4.96	74	9.21	8.84	7.87	7.63	9.01	7.63
312	4.84	75	9.65	9.20	8.07	7.95	9.41	7.95
324	4.73	76	10.13	9.58	8.26	8.30	9.85	8.30
336	4.63	77	10.64	9.98	8.45	8.67	10.33	8.67
348	4.53	78	11.21	10.40	8.64	9.08	10.85	9.08
360	4.45	79	11.82	10.84	8.81	9.52	11.42	9.52
		80	12.50	11.30	8.97	10.00	12.03	10.00

The annual, semi-annual or quarterly installment under Option 3 will be determined by multiplying the monthly installment by 11.81, 5.96 or 2.99 respectively. The annual, semi-annual or quarterly installment under Option 4 or 5 will be determined by multiplying the monthly installment by 11.65, 5.92 or 2.98 respectively. The amount of installments under Option 4 or 5 for any other ages will be furnished upon request.

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MINIMUM DEATH BENEFIT TABLE
1980 CSO 50% Male - Non-Smokers

Attained Age	Factor	Attained Age	Factor
0	13.58	50	2.79
1	13.42	51	2.71
2	13.05	52	2.62
3	12.68	53	2.55
4	12.31	54	2.47
5	11.95	55	2.40
6	11.59	56	2.33
7	11.23	57	2.26
8	10.88	58	2.20
9	10.53	59	2.13
10	10.20	60	2.07
11	9.87	61	2.02
12	9.55	62	1.96
13	9.24	63	1.91
14	8.95	64	1.86
15	8.68	65	1.81
16	8.41	66	1.77
17	8.16	67	1.72
18	7.91	68	1.68
19	7.67	69	1.64
20	7.44	70	1.60
21	7.21	71	1.57
22	6.99	72	1.53
23	6.78	73	1.50
24	6.56	74	1.47
25	6.36	75	1.44
26	6.15	76	1.41
27	5.95	77	1.39
28	5.76	78	1.36
29	5.57	79	1.34
30	5.39	80	1.32
31	5.21	81	1.29
32	5.04	82	1.28
33	4.87	83	1.26
34	4.71	84	1.24
35	4.55	85	1.22
36	4.40	86	1.21
37	4.26	87	1.20
38	4.12	88	1.18
39	3.98	89	1.17
40	3.85	90	1.16
41	3.73	91	1.15
42	3.61	92	1.13
43	3.49	93	1.12
44	3.38	94	1.11
45	3.27	95	1.10
46	3.17	96	1.08
47	3.07	97	1.07
48	2.97	98	1.06
49	2.88	99	1.04

TABLE GUARANTEED MONTHLY COST OF LIFE INSURANCE RATES

Per \$1000 At-Risk

1980 CSO Unisex Table D - 50% Male -Non-Smokers

ATTAINED AGE		ATTAINED AGE	
0	0.09793	50	0.49295
1	0.09793	51	0.53570
2	0.09376	52	0.58367
3	0.09063	53	0.63686
4	0.08751	54	0.69527
5	0.08438	55	0.75891
6	0.08126	56	0.82672
7	0.07813	57	0.89664
8	0.07605	58	0.97178
9	0.07501	59	1.05528
10	0.07396	60	1.15132
11	0.07813	61	1.26096
12	0.08542	62	1.39047
13	0.09584	63	1.54196
14	0.10730	64	1.71021
15	0.11564	65	1.89421
16	0.12397	66	2.08977
17	0.13023	67	2.29379
18	0.13439	68	2.51255
19	0.13856	69	2.75339
20	0.14064	70	3.04256
21	0.13960	71	3.36545
22	0.13960	72	3.73053
23	0.13856	73	4.17045
24	0.13752	74	4.66331
25	0.13544	75	5.19981
26	0.13544	76	5.77166
27	0.13544	77	6.37476
28	0.13752	78	7.01765
29	0.13856	79	7.71955
30	0.14064	80	8.50824
31	0.14377	81	9.40828
32	0.14794	82	10.43059
33	0.15419	83	11.58262
34	0.16044	84	12.84199
35	0.16878	85	14.19235
36	0.17920	86	15.62368
37	0.19066	87	17.12370
38	0.20421	88	18.69518
39	0.21984	89	20.35502
40	0.23651	90	22.12257
41	0.25527	91	24.04697
42	0.27508	92	26.21443
43	0.29488	93	28.79225
44	0.31677	94	32.17150
45	0.34074	95	37.15052
46	0.36680	96	45.26999
47	0.39391	97	59.41439
48	0.42414	98	84.04634
49	0.45646	99	90.90909

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LIFE INSURANCE ILLUSTRATION
 TRUSTMARK INSURANCE COMPANY
 TRUSTMARK PROTECTOR

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL-899)

PREPARED FOR: MANUEL P SOARES JR
 MALE AGE 66 NONSMOKER

CERTIFICATE NO: WT9714
 OPTION A: LEVEL DEATH BENEFIT

END OF YEAR PROJECTED VALUES - NUMERIC SUMMARY

Yr	Age	Guaranteed Cost of Insurance and Guaranteed Interest at 4.00%			Current Cost of Insurance and Current Interest at 5.75%		Average of Guaranteed and Current Cost of Insurance and 4.88% Interest	
		Premium Outlay	Cash Value	Death Benefit	Cash Value	Death Benefit	Cash Value	Death Benefit
5	71	753	0	0	406	20,000	0	20,000
10	76	753	0	0	1,148	20,000	0	0
20	86	753	0	0	0	0	0	0
4	70	753	0	0	116	20,000	0	20,000

The last year of death benefit under guaranteed assumptions will be certificate year 04, under current assumptions will be certificate year 16, and under average assumptions will be certificate year 10.

Current benefits and values are not guaranteed. The assumptions on which they are based are subject to change by the company. Actual results may be more or less favorable.

I have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The agent has told me they are not guaranteed.

Owner/Applicant Signature

Date

I certify that this illustration has been presented to the applicant and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration.

Chris Mark

12 11 02

Agent Signature

Date

Presented by:

Trustmark Insurance Company
 400 Field Drive
 Lake Forest, IL 60045
 (800) 918-8877

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LIFE INSURANCE ILLUSTRATION
TRUSTMARK INSURANCE COMPANY
TRUSTMARK PROTECTOR

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL-899)

PREPARED FOR: MANUEL P SOARES JR
NARRATIVE SUMMARY

TRUSTMARK PROTECTOR is a flexible premium adjustable life insurance certificate. This certificate, which offers flexible premiums, flexible cash values and flexible death benefits, utilizes the "Universal Life" concept. Premiums and death benefits are payable to age 100.

RIDERS INCLUDED

NONE

PAGE 1 OF 6

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LIFE INSURANCE ILLUSTRATION
TRUSTMARK INSURANCE COMPANY
TRUSTMARK PROTECTOR

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL-899)

PREPARED FOR: MANUEL P SOARES JR
NARRATIVE SUMMARY

DEFINITIONS OF IMPORTANT TERMS AND COLUMN HEADINGS

CLIENT'S CLASS: This illustration assumes the insured is classified as MALE NONSMOKER with a 1.100 rating factor.

AGE: The covered individual's age as of the last birthday at the issue date of the benefit or rider.

YR: The certificate year or duration since issue of the certificate.

PREMIUM OUTLAY: The total premium assumed to be paid each certificate year. There is no fixed premium requirement, but there are upper and lower premium limits. The following premiums are based on the illustrated coverage amount at issue; later changes to the certificate's benefits, whether illustrated or not, may alter the certificate's premium limits.

The Payment mode for the certificate is WEEKLY (48).

The Initial Modal Premium is	15.69
The Initial Modal Minimum Premium is	15.57

Premiums are assumed to be paid at the beginning of each modal period.

CASH VALUE: Equals the Accumulated Value less the Surrender Charge less any Indebtedness.

LIFE INSURANCE ILLUSTRATION
TRUSTMARK INSURANCE COMPANY
TRUSTMARK PROTECTOR

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL-899)

PREPARED FOR: MANUEL P SOARES JR
NARRATIVE SUMMARY

ACCUMULATED VALUE: On the Certificate Date this equals the net premium received less the Monthly Deduction. On each Monthly Deduction day after the Certificate Date, this equals the Accumulated Value as of the last deduction date, plus interest earned for the month, plus net premiums paid, less Partial Surrenders, less the Monthly Deduction.

DEATH BENEFIT: If you have chosen Death Benefit Option A, the Death Benefit Amount will be the greater of the Face Amount on the date of death or the Minimum Death Benefit shown in the Minimum Death Benefit Table in the Certificate. If you have chosen Death Benefit Option B, the Death Benefit Amount will be the greater of the Face Amount plus the Accumulated Value on the date of death or the Minimum Death Benefit as shown in the Minimum Death Benefit Table in the Certificate.

GUARANTEED CHARGES AND INTEREST AT 4.00%: The Accumulated Value, Cash Value, and Death Benefit in this section assume that the maximum charges apply and the lowest interest rates are credited for all projected years. The amount charged for life insurance coverage is limited to the maximum amount per \$1,000 of coverage amount printed in the certificate. The interest rate credited on the Accumulation Value for "nonloaned value" is guaranteed never to be less than 4.00% annually.

CURRENT NON-GUARANTEED CHARGES AND CURRENT INTEREST OF 5.75%

The Accumulated Value, Cash Value, and Death Benefit in this section are not guaranteed. They assume that the current charges for life insurance coverage and the illustrated interest rates will apply for all years shown. This is not likely to occur. The assumptions on which these values are based are subject to change by the company. Actual results may be more or less favorable.

In certificate Years 11-15, and 16 and thereafter, the current interest rate is illustrated with an additional .50%, 1.00%, respectively.

The Company currently charges less for life insurance coverage than the maximum amount per \$1,000 printed in the certificate and credits a higher interest rate than the minimum guaranteed rates.

GENERAL INFORMATION

NON-GUARANTEED VALUES

This illustration assumes that the currently illustrated non-guaranteed elements will continue unchanged for all years shown. This is not likely to occur, and actual results may be more or less favorable than those shown.

LIFE INSURANCE ILLUSTRATION
TRUSTMARK INSURANCE COMPANY
TRUSTMARK PROTECTOR
FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE (FORM NO. GUL-899)

PREPARED FOR: MANUEL P SOARES JR
NARRATIVE SUMMARY

Cash Values, Accumulated Values, and Death Benefits are assumed to be paid out at the end of the year.

This illustration describes values and benefits if premiums are paid on the date, and in the amounts shown on the tabular detail, assuming indicated interest and insurance cost.

This illustration complies with the definition of life insurance in I.R.C. Sec. 7702. The tax status of the certificate, as it applies to the certificate owner, should be reviewed each year. This illustration is not to be relied on for tax advice. Your personal legal and tax advisors should always be consulted.

The information in this illustration is subject to the terms and requirements of the certificate.

THIS ILLUSTRATION WAS PREPARED FOR PRESENTATION IN MASSACHUSETTS.

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